PERCENTAGE AGREEMENT

between Ted Nelson ("Nelson") and _____ ("Talent").

WHEREAS, Nelson wishes to produce a low-budget feature film tentatively entitled "Silicon Valley Story," and whereas Talent would like the fun and possible profit of working on such a movie, we agree as follows.

Talent agrees to work on and/or perform in the film as directed by Nelson, and Talent further releases to Nelson, forever and throughout the universe, all rights to photographs, photographed performance, recordings and other contributions made by Talent on this production.

Nelson agrees, in return for these exertions and permissions by Talent, to pay to Talent one dollar (receipt of which is hereby acknowledged). If there are revenues from this production, **Nelson further agrees** to pay Talent ____(_____) percent of such revenues, after provable expenses and deferments, as explained below. Sufficient revenues to pay such percentage are not guaranteed.

Payment of obligations. There will be four classes of payment obligations in the production of this film. 1. Provable direct expenses on the production, other than talent, will have first priority of payment, being paid to creditors or reimbursed to Nelson as appropriate. 2. Deferred payment of talent will have second priority. If revenues remaining (after deduction of 1) are insufficient for all deferments, such revenues remaining will be divided among the participating Talent in proportion to their respective deferments. 3. Profit participation. After 1 and 2 are paid in full, those with percentage agreements, such as this one, will take their percentage of what remains, if anything. 4. Nelson's share, if any, will be what remains after payment of 1, 2 and 3. Accounting will be made annually to those still owed money.

This obligation is only to be paid from revenues, if any, on "Silicon Valley Story" (or parts of it used in other ways such as commercials or computer disks, or on the sale of its script in substantial part with similar plot); but there is no lien by Talent on the film, its parts, or any other assets. Nelson is free to make all creative and business decisions for this film at his sole discretion, completing it or not, and is free to seek and/or refuse any deals for distribution or other use, as he may choose.

Signed: Ted Nelson _____ Date: _____

Signed: Talent _____ Talent name made legible _____

Talent's Most Permanent Address and phone: